

DEED OF EXCHANGE

Flat No.404 on the fourth floor
Exchanged with
Flat No.202 on the second floor
of the building named KAMTHI PLAZA
KAMTHI PLAZA Co-operative Housing Society Limited
Plot No.37(GES), Sector-8A,
Dive-Airoli, Navi Mumbai,
Tal. & Dist. Thane

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Area Of Flat No.404 and Flat No.202 : each 635 sq. ft. super
built up area
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THIS DEED OF EXCHANGE is made at Vashi, Navi Mumbai, on this 27th day of January 2023, BETWEEN **MRS SOMA DILIP BERA** (having I.T. PAN no.ALAPB0378B), Adult, Indian Inhabitant, residing at Flat No.404, fourth floor, KAMTHI PLAZA Co-operative Housing Society Limited, Plot No.37(GES), Sector-8A, Dive-Airoli, Navi Mumbai, hereinafter called as 'THE PARTY OF THE FIRST PART' (which expression shall unless repugnant to the context or meaning thereof shall mean and include all her heirs, executors, administrators, attorney and assigns) of the ONE PART

And 1) **MR RAJENDRA MALOJI RANE** (having I.T.PAN No.AGQPR4393F) and 2) **MR RUCHITA RAJENDRA RANE** (having I.T.PAN No.BBLPR1982B), Adults, Indian Inhabitants, residing at Flat No.202, second floor, KAMTHI PLAZA Co-operative Housing Society Limited, Plot No.37(GES), Sector-8A, Dive-Airoli, Navi Mumbai, hereinafter jointly called 'THE PARTY OF THE SECOND PART' (which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their heirs, executors, successors, administrators and assigns) of the OTHER PART :



2904 10.30
DEPARTMENT OF REGISTRATION OF COMPANIES
THANE DISTRICT

1. WHEREAS THE CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD., a Company incorporated under the Companies Act 1956, and having its registered Office at Nirmal, 2nd Floor, Nariman Point, Mumbai-21, (Hereinafter referred to as "CIDCO") has agreed to lease under Goathan Expansion Scheme (erstwhile 12.5% Scheme), to MR NAMDEV GAJANAN MADHAVI (hereinafter referred to as the Original Licensee), vide Agreement to Lease dated 23rd September 2008, registered with the Sub-Registrar Thane-9 on 23rd September 2008, under Sr.No.TNN9-02240-2008, vide receipt no.2245, a piece or parcel of land bearing Plot No.37 admeasuring 900.00 sq. mtrs.

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in Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane (hereinafter called the said "Plot" and more particularly described in the First Schedule written hereunder), for a period of 60 years from the date of the said Agreement for the purpose of constructing a building or buildings thereon for residential Cum Commercial users on the terms and conditions therein contained.

2. AND WHEREAS by a Development Agreement of even date, the Original Licensee, MR NAMDEV GAJANAN MADHAVI assigned/transferred all his development rights in respect of the said Plot to M/S SHREE RADHA KRISHNA ENTERPRISES, a partnership firm duly registered under the provisions of the Indian Partnership Act 1932, through its Partners, 1) MR JAGJIVAN VASANT KENI and 2) MR BALKRISHNA DHONDIBA BHAGWAT, having Office at Plot No.37, Sector-8A, Dive-Airoli, Navi Mumbai (hereinafter referred to as the Developers), for proper consideration and handed over the peaceful and vacant possession of the said Plot to M/S SHREE RADHA KRISHNA ENTERPRISES.

3. WHEREAS the Developers obtained the Development permission/Commencement Certificate bearing ref. no. NMMC/TPD/BP/CASE NO.A-9942/3370/09 dated 27th August 2009 from the Navi Mumbai Municipal Corporation in respect of the said Plot in the name of the Original Licensee, MR NAMDEV GAJANAN MADHAVI and commenced the construction of the building on the said plot.



27th August 2009
2909/16-30
29th December 2009

4. WHEREAS by an Agreement to sell, dated 29th December 2009, registered with Jt. Sub-Registrar Thane-9 on 7th January 2010, under Sr.No.TNN9-00088-2010, vide receipt no.88, MRS SOMA DILIP BERA purchased Flat No. 404 admeasuring 635 sq. ft. super built up area on the fourth floor of the building named KAMTHI PLAZA (then) being constructed on Plot No. 37(GES), situated at Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane, from the Developers for proper consideration.

5. AND WHEREAS the Developers completed the construction on Plot No.37(GES), in accordance with the plans sanctioned the Developers handed over the possession of the said Flat No.404 to MRS SOMA DILIP BERA (hereinafter referred to as 'THE PARTY OF THE FIRST PART')

S. B. W. S.

Mr. S. K. R. Kulkarni

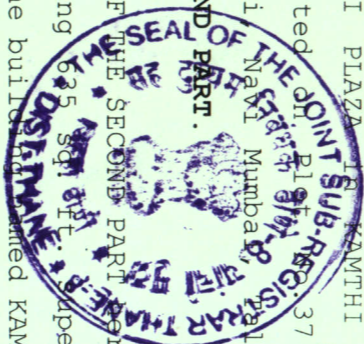
the rights, title, interest and benefits in respect of the same.

2. AND WHEREAS THE PARTY OF THE SECOND PART has agreed to release, relinquish, assign and transfer all their rights, title, interest and benefits in the Flat No.202 admeasuring 635 sq. ft. super built up area on the second floor of the building named KAMTHI PLAZA in KAMTHI PLAZA Co-operative Housing Society Limited on Plot No.37(GES), situated at Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane (hereinafter referred to as Flat No.202) in favour of the PARTY OF THE FIRST PART, who has agreed to accept all the rights, title, interest and benefits in respect of the same.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1. WHEREAS THE PARTY OF THE FIRST PART hereby exchanged her Flat No.404 admeasuring 635 sq. ft. super built up area on the fourth floor of the building named KAMTHI PLAZA in KAMTHI PLAZA Co-operative Housing Society Limited on Plot No.37(GES), situated at Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane against the Flat No.202 admeasuring 635 sq. ft. super built up area on the second floor of the building named KAMTHI PLAZA in KAMTHI PLAZA Co-operative Housing Society Limited Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane.

2. WHEREAS THE PARTY OF THE SECOND PART hereby exchanged their Flat No.202 admeasuring 635 sq. ft. super built up area on the second floor of the building named KAMTHI PLAZA in KAMTHI PLAZA Co-operative Housing Society Limited on Plot No.37(GES), situated at Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane against the Flat No.404 admeasuring 635 sq. ft. super built up area on the fourth floor of the building named KAMTHI PLAZA in KAMTHI PLAZA Co-operative Housing Society Limited on Plot No.37(GES), situated at Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane.



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Handwritten signature: *Amrta Kulkarni Kar*

3. THE PARTY OF THE FIRST PART and THE PARTY OF THE SECOND PART have mutually agreed to exchange their respective flats with each other and the stamp duty and registration charges as payable on this Deed shall be shared equally by both the parties.

4. AND WHEREAS after the exchange, THE PARTY OF THE FIRST PART shall become the absolute and exclusive owner of the Flat No.202 and the PARTY OF THE SECOND PART shall become the absolute and exclusive owners of the Flat No.404.

5. THE PARTY OF THE FIRST PART shall hand over the peaceful vacant possession of the Flat No.404 to the PARTY OF THE SECOND PART on the execution of this Deed.

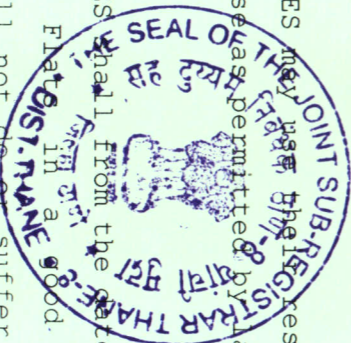
And the PARTY OF THE SECOND PART shall hand over the peaceful vacant possession of the Flat No.202 to the PARTY OF THE FIRST PART on the execution of this Deed.

6. BOTH the parties shall co-operate with each other and sign all the relevant documents as may be required for the exchanged flats in favour of each other in the records of CIDCO/NMMC/Society/MSEDCL/Sub-Registrar of Assurances/ Concerned Authority and shall also be present before the concerned authorities as and when required.

7. BOTH THE PARTIES shall be liable to bear and pay all property taxes, service charges and charges for electricity and other services, Municipal Taxes, Society charges and all other outgoings and their share according to the percentage in common expenses payable in respect of their respective Flats till the date of handing over the possession of the respective exchanged flats to each other.

8. BOTH THE PARTIES shall be liable to bear and pay all expenses for their respective flats for their residential purpose as permitted by law only and for no other purpose.

9. BOTH THE PARTIES shall from the date of possession maintain their respective flats in a good and tenable repair condition and shall not do or suffer to be done anything in or to the said building or to the said Society or portion of common areas and facilities which may be against the rules, regulations of the Society.



2909/199-30	of possession maintained
2023	and tenable repair

Shri...

Mr. Ramesh Kumar

10. BOTH THE PARTIES hereby agree to abide by the rules, regulations and Bye-Laws of the Society/CIDCO/ NMMC and also undertake to pay all contributions, costs, demands and dues which the said Society may make in respect of the said Flats from time to time.

11. BOTH the parties and any of their legal heirs shall not raise any claim/s whatsoever against each other in respect of the exchanged flats now or in future.

12. BOTH THE PARTIES hereby indemnify and agree to keep indemnified each other for any loss, harm or damage that may be caused to them for non-transfer of the exchanged flats in their respective names, they shall be responsible for the same and shall make good all such loss, harm or damage caused to each other in respect thereof.

13. AND WHEREAS both the parties represent and declare that their respective flats are free from all mortgages, charges, encumbrances of any nature whatsoever.

14. And the Society vide its letter dated _____ granted its permission to the Party of the First Part and the Party of the Second Part to exchange their respective Flat to one another.

THE JOINT SUB-REGISTRAR
NAVI MUMBAI DISTRICT

SCHEDULE OF EXCHANGED FLATS

Flat No. 404

2904	192-30
2023	

Flat No. 404 admeasuring 636 sq. ft. super built up area the fourth floor of the building named KAMTHI PLAZA in KAMTHI PLAZA Co-operative Housing Society Limited on Plot No. 37 (GES), situated at Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane.

Flat No. 202

Flat No. 202 admeasuring 635 sq. ft. super built up area on the second floor of the building named KAMTHI PLAZA in KAMTHI PLAZA Co-operative Housing Society Limited on Plot No. 37 (GES), situated at Sector-8A, Dive-Airoli, Navi Mumbai, Tal. & Dist. Thane.

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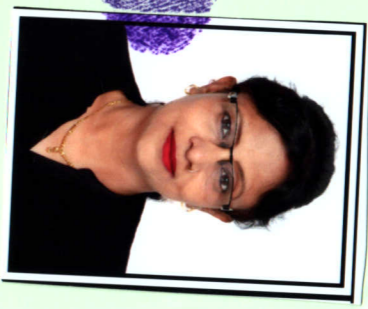
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IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first hereinabove written:

SIGNED SEALED AND DELIVERED
by the withinnamed
THE PARTY OF THE FIRST PART

MRS SOMA DILIP BERA

Soma Bera



in the presence of

- 1. Dilip Kumar Bera
- 2. Sushant Chavan

Dilip Bera

Sushant

SIGNED SEALED AND DELIVERED
by the withinnamed
THE PARTY OF THE SECOND PART

1) MR RAJENDRA MALOJI RANE

Ranjendra Rane



2) MR RUCHITA RAJENDRA RANE

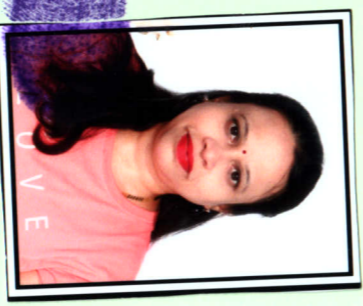
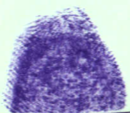
Ruchita Rane

in the presence of

- 1. Dilip Kumar Bera
- 2. Sushant Chavan

Dilip Bera

Sushant



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